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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Edgar Herrera,

Plaintiff,

vs.

Binlyfe Enterprises, LLC, an Arizona
limited liability company, **Bin Mania,**
LLC, a Wyoming limited liability
company, **Andria Parra and John Doe**
Parra, a married couple, and **Sonia Parra**
and John Doe Parra II, a married couple,

Defendants.

No.

COMPLAINT

Plaintiff, Edgar Herrera (“Plaintiff” or “Herrera”), sues the Defendants Binlyfe Enterprises, LLC, Bin Mania, LLC, Andria Parra and John Doe Parra, and Sonia Parra and John Doe Parra II, (“Defendants”) and alleges as follows:

PRELIMINARY STATEMENT

1. This is an action for unpaid minimum wages, unpaid overtime wages, liquidated damages, attorneys’ fees, costs, and interest under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, et seq.; unpaid minimum wage under the Arizona

1 LLC in relation to the company's employees, Defendant Binlyfe Enterprises, LLC is
2 subject to liability under the FLSA.

3 11. At all material times, Bin Mania, LLC was a corporation duly licensed to
4 transact business in the State of Arizona. At all material times, Defendant Bin Mania,
5 LLC does business, has offices, and/or maintains agents for the transaction of its
6 customary business in Maricopa County, Arizona.

8 12. Under the FLSA, Defendant Bin Mania, LLC is an employer. The FLSA
9 defines "employer" as any person who acts directly or indirectly in the interest of an
10 employer in relation to an employee. At all relevant times, Defendant Bin Mania, LLC
11 had the authority to hire and fire employees, supervised and controlled work schedules or
12 the conditions of employment, determined the rate and method of payment, and
13 maintained employment records in connection with Plaintiff's employment with
14 Defendants. As a person who acted in the interest of Defendant Bin Mania, LLC in
15 relation to the company's employees, Defendant Bin Mania, LLC is subject to liability
16 under the FLSA.

19 13. Defendants Andria Parra and John Doe Parra are, upon information and
20 belief, husband and wife. They have caused events to take place giving rise to the claims
21 in this Complaint as to which their marital community is fully liable. Andria Parra and
22 John Doe Paarra are owners of Defendant Binlyfe Enterprises, LLC and Bin Mania, LLC
23 and were at all relevant times Plaintiff's employers as defined by the FLSA, 29 U.S.C. §
24 203(d).
25
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1 14. Under the FLSA, Defendants Andria Parra and John Doe Parra are
2 employers. The FLSA defines “employer” as any person who acts directly or indirectly
3 in the interest of an employer in relation to an employee. At all relevant times,
4 Defendants Andria Parra and John Doe Parra had the authority to hire and fire
5 employees, supervised and controlled work schedules or the conditions of employment,
6 determined the rate and method of payment, and maintained employment records in
7 connection with Plaintiff’s employment with Defendants. As persons who acted in the
8 interest of Defendant Binlyfe Enterprises, LLC and Defendant Bin Mania, LLC in
9 relation to the company’s employees, Defendants Andria Parra and John Doe Parra are
10 subject to individual liability under the FLSA.
11
12

13 15. Defendants Sonia Parra and John Doe Parra II are, upon information and
14 belief, husband and wife. They have caused events to take place giving rise to the claims
15 in this Complaint as to which their marital community is fully liable. Sonia Parra and
16 John Doe Parra II are owners of Defendant Binlyfe Enterprises, LLC and Defendant Bin
17 Mania, LLC and were at all relevant times Plaintiff’s employers as defined by the FLSA,
18 29 U.S.C. § 203(d).
19
20

21 16. Under the FLSA, Defendants Sonia Parra and John Doe Parra II are
22 employers. The FLSA defines “employer” as any person who acts directly or indirectly
23 in the interest of an employer in relation to an employee. At all relevant times,
24 Defendants Sonia Parra and John Doe Parra had the authority to hire and fire employees,
25 supervised and controlled work schedules or the conditions of employment, determined
26 the rate and method of payment, and maintained employment records in connection with
27

1 Plaintiff's employment with Defendants. As persons who acted in the interest of
2 Defendant Binlyfe Enterprises, LLC and Defendant Bin Mania, LLC in relation to the
3 company's employees, Defendants Sonia Parra and John Doe Parra II are subject to
4 individual liability under the FLSA.
5

6 17. Plaintiff is further informed, believes, and therefore alleges that each of the
7 Defendants herein gave consent to, ratified, and authorized the acts of all other
8 Defendants, as alleged herein.
9

10 18. Defendants, and each of them, are sued in both their individual and
11 corporate capacities.

12 19. Defendants are jointly and severally liable for the injuries and damages
13 sustained by Plaintiff.

14 20. At all relevant times, Plaintiff was an "employee" of Defendants as defined
15 by the FLSA, 29 U.S.C. § 201, *et seq.*
16

17 21. The provisions set forth in the FLSA, 29 U.S.C. § 201, *et seq.*, apply to
18 Defendants.

19 22. At all relevant times, Defendants were and continue to be "employers" as
20 defined by the FLSA, 29 U.S.C. § 201, *et seq.*
21

22 23. The provisions set forth in the A.R.S. Title 23, Articles 7 and 8 apply to
23 Defendants.

24 24. At all relevant times, Plaintiff was an "employee" of Defendants as defined
25 by A.R.S. § 23-362.
26
27

1 36. Defendants, in their sole discretion, paid Plaintiff an hourly rate of \$15.50,
2 regardless of the number of hours he worked in a given workweek.

3 37. Plaintiff, in his work for Defendants, was generally scheduled to, and did,
4 work approximately 50-60 hours per week.
5

6 38. Defendants did not compensate Plaintiff one and one-half times his regular
7 rate of pay for all hours worked in excess of 40 hours in a workweek.

8 39. Defendants did not compensate Plaintiff one and one-half times his regular
9 rate of pay for all hours worked in excess of 40 hours in a workweek based solely on the
10 fact that Defendants paid Plaintiff a salary.
11

12 40. Defendants classified Plaintiff as W-2 employee.

13 41. In his work for Defendants, Plaintiff was not compensated on a salary basis.

14 42. In his work for Defendants, Plaintiff did not have supervisory authority
15 over any employees.
16

17 43. In his work for Defendants, Plaintiff did not possess the authority to hire or
18 fire employees.

19 44. In his work for Defendants, Plaintiff did not possess authority to make
20 critical job decisions with respect to any of Defendants' employees.
21

22 45. In his work for Defendants, Plaintiff did not direct the work of two or more
23 employees.

24 46. In his work for Defendants, Plaintiff did not exercise discretion and
25 independent judgment with respect to matters of significance.
26
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1 47. Plaintiff's primary duty was not the management of the enterprise in which
2 he was employed or any recognized department of the enterprise.

3 48. From the beginning of Plaintiff's employment through the present day,
4 Defendants failed to properly compensate him for any of his overtime hours.
5

6 49. At all relevant times, Defendants controlled Plaintiff's schedules.

7 50. At all relevant times, Plaintiff was economically dependent on Defendants.

8 51. At all relevant times, Defendants did not pay Plaintiff one and one-half
9 times his regular rates of pay for time spent working in excess of 40 hours in a given
10 workweek.
11

12 52. During the time that Plaintiff worked for Defendants, Plaintiff regularly
13 worked in excess of 40 hours in a given workweek without receiving any overtime
14 premium whatsoever, in violation of the FLSA, 29 U.S.C. § 207(a).
15

16 53. For the final pay period that Plaintiff worked for Defendants, Defendants
17 paid Plaintiff no wages whatsoever.

18 54. As a result of not having paid any wage whatsoever to Plaintiff during his
19 final pay period with Defendants, Defendants failed to pay the applicable minimum wage
20 to Plaintiff.
21

22 55. As a result of Defendants' willful failure to compensate Plaintiff any wage
23 whatsoever for such hours worked, Defendants violated 29 U.S.C. § 206(a).
24

25 56. As a result of Defendants' willful failure to compensate Plaintiff any wage
26 whatsoever for such hours worked, Defendants violated 29 U.S.C. § 207(a).
27

1 57. As a result of Defendants' willful failure to compensate Plaintiff any wage
2 whatsoever for such hours worked, Defendants violated the AMWA, A.R.S. § 23-363.

3 58. As a result of Defendants' willful failure to compensate Plaintiff any wage
4 whatsoever for such hours worked, Defendants violated the AWA, A.R.S., § 23-351.

5 59. Plaintiff was a non-exempt employee.

6 60. At all relevant times, Defendants failed to properly compensate Plaintiff for
7 any of his overtime hours.

8 61. At all relevant times, Defendants also failed to properly compensate
9 Plaintiff at the applicable minimum wage for many of his hours worked for Defendants.

10 62. Defendants knew that – or acted with reckless disregard as to whether –
11 their refusal or failure to properly compensate Plaintiff during the course of his
12 employment would violate federal and state law, and Defendants were aware of the
13 FLSA minimum wage and overtime requirements during Plaintiff's employment. As
14 such, Defendants' conduct constitutes a willful violation of the FLSA and the AMWA.

15 63. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
16 of his rights under the FLSA.

17 64. Plaintiff is a covered employee within the meaning of the FLSA.

18 65. Defendants refused and/or failed to properly disclose to or apprise Plaintiff
19 of his rights under the FLSA.

20 66. Defendants individually and/or through an enterprise or agent, directed and
21 exercised control over Plaintiff's work and wages at all relevant times.

1 67. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
2 from Defendants compensation for unpaid minimum and overtime wages, an additional
3 amount equal amount as liquidated damages, interest, and reasonable attorney's fees and
4 costs of this action under 29 U.S.C. § 216(b).

5
6 68. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
7 from Defendants compensation for unpaid wages, an additional amount equal to twice the
8 unpaid minimum wages as liquidated damages, interest, and reasonable attorney's fees
9 and costs of this action under A.R.S § 23-363.

10
11 69. Due to Defendants' illegal wage practices, Plaintiff is entitled to recover
12 from Defendants compensation for his unpaid wages at an hourly rate, to be proven at
13 trial, in an amount that is treble the amount of his unpaid wages, plus interest thereon,
14 and his costs incurred under A.R.S. § 23-355.

15
16 **COUNT ONE: FAIR LABOR STANDARDS ACT**
17 **FAILURE TO PAY OVERTIME**

18 70. Plaintiff realleges and incorporates by reference all allegations in all
19 preceding paragraphs.

20 71. Plaintiff was a non-exempt employee entitled to statutorily mandated
21 overtime wages.

22 72. In a given workweek, Defendants failed to pay one and one-half times the
23 applicable regular rate of pay for all hours worked in excess of 40 hours.

24
25 73. As a result of Defendants' failure to pay Plaintiff one and one-half times his
26 regular rate for all hours worked in excess of 40 per week in a given workweek,

27

1 Defendants failed and/or refused to pay Plaintiff the applicable overtime rate for all hours
2 worked for the duration of his employment, in violation of 29 U.S.C. § 207.

3 74. As a result of Defendants' willful failure to compensate Plaintiff the
4 applicable overtime rate for all hours worked, Defendants violated the FLSA.

5
6 75. As such, the full applicable overtime rate is owed for all hours that Plaintiff
7 worked in excess of 40 hours per week.

8 76. Defendants knew that – or acted with reckless disregard as to whether –
9 their failure to pay Plaintiff the proper overtime rate would violate federal and state law,
10 and Defendants were aware of the FLSA minimum wage requirements during Plaintiff's
11 employment. As such, Defendants' conduct constitutes a willful violation of the FLSA.

12
13 77. Defendants have and continue to willfully violate the FLSA by not paying
14 Plaintiff a wage equal to one and one-half times the applicable regular rate of pay for all
15 time Plaintiff spent working for Defendants.

16
17 78. Plaintiff is therefore entitled to compensation one and one-half times his
18 regular rate of pay for all hours worked in excess of 40 per week at an hourly rate, to be
19 proven at trial, plus an additional equal amount as liquidated damages, together with
20 interest, costs, and reasonable attorney fees.

21
22 **WHEREFORE**, Plaintiff, Edgar Herrera, respectfully requests that this Court
23 grant the following relief in Plaintiff's favor, and against Defendants:

24 A. For the Court to declare and find that the Defendants committed one of
25 more of the following acts:
26
27

1 i. Violated overtime wage provisions of the FLSA, 29 U.S.C. § 207(a),
2 by failing to pay proper minimum wages;

3 ii. Willfully violated overtime wage provisions of the FLSA, 29 U.S.C.
4 § 207(a) by willfully failing to pay proper overtime wages;
5

6 B. For the Court to award Plaintiff's unpaid overtime wage damages, to be
7 determined at trial;

8 C. For the Court to award compensatory damages, including liquidated
9 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;
10

11 D. For the Court to award prejudgment and post-judgment interest;

12 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
13 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
14 forth herein;

15 F. Such other relief as this Court shall deem just and proper.
16

17 **COUNT TWO: FAIR LABOR STANDARDS ACT**
18 **FAILURE TO PAY MINIMUM WAGE**

19 79. Plaintiff realleges and incorporates by reference all allegations in all
20 preceding paragraphs.

21 80. As a result of not paying Plaintiff any wage whatsoever for the final pay
22 period of his employment, Defendant willfully failed or refused to pay Plaintiff the
23 FLSA-mandated minimum wage.
24

25 81. Defendant's practice of willfully failing or refusing to pay Plaintiff at the
26 required minimum wage rate violated the FLSA, 29 U.S.C. § 206(a).
27

1 82. Plaintiff is therefore entitled to compensation for the full applicable
2 minimum wage at an hourly rate, to be proven at trial, plus an additional equal amount as
3 liquidated damages, together with interest, reasonable attorney's fees, and costs.

4 **WHEREFORE**, Plaintiff, Edgar Herrera, respectfully requests that this Court
5 grant the following relief in Plaintiff's favor, and against Defendants:
6

7 A. For the Court to declare and find that the Defendants committed one of
8 more of the following acts:

9 i. Violated minimum wage provisions of the FLSA, 29 U.S.C. §
10 206(a), by failing to pay proper minimum wages;

11 ii. Willfully violated minimum wage provisions of the FLSA, 29
12 U.S.C. § 206(a) by willfully failing to pay proper minimum wages;

13 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
14 determined at trial;

15 C. For the Court to award compensatory damages, including liquidated
16 damages pursuant to 29 U.S.C. § 216(b), to be determined at trial;

17 D. For the Court to award prejudgment and post-judgment interest;

18 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
19 action pursuant to 29 U.S.C. § 216(b) and all other causes of action set
20 forth herein;

21 F. Such other relief as this Court shall deem just and proper.
22

23 **COUNT THREE: ARIZONA MINIMUM WAGE ACT**
24 **FAILURE TO PAY MINIMUM WAGE**
25

1 83. Plaintiff realleges and incorporates by reference all allegations in all
2 preceding paragraphs.

3 84. As a result of not paying Plaintiff any wage whatsoever for the final pay
4 period of his employment, Defendant willfully failed or refused to pay Plaintiff the
5 Arizona minimum wage.
6

7 85. Defendant's practice of willfully failing or refusing to pay Plaintiff at the
8 required minimum wage rate violated the AMWA, 23-363.

9 86. Plaintiff is therefore entitled to compensation for the full applicable
10 minimum wage at an hourly rate, to be proven at trial, plus an additional amount equal to
11 twice the underpaid wages as liquidated damages, together with interest, reasonable
12 attorney's fees, and costs.
13

14 **WHEREFORE**, Plaintiff, Edgar Herrera, respectfully requests that this Court
15 grant the following relief in Plaintiff's favor, and against Defendants:
16

17 A. For the Court to declare and find that the Defendant committed one of more
18 of the following acts:

19 i. Violated minimum wage provisions of the AMWA, A.R.S. § 23-
20 363, by failing to pay proper minimum wages;

21 ii. Willfully violated minimum wage provisions of the AMWA, A.R.S.
22 § 23-363 by willfully failing to pay proper minimum wages;
23

24 B. For the Court to award Plaintiff's unpaid minimum wage damages, to be
25 determined at trial;
26
27

1 C. For the Court to award compensatory damages, including liquidated

2 damages pursuant to A.R.S. § 23-364, to be determined at trial;

3 D. For the Court to award prejudgment and post-judgment interest;

4 E. For the Court to award Plaintiff reasonable attorneys' fees and costs of the
5 action pursuant to A.R.S. § 23-364 and all other causes of action set forth
6 herein;
7

8 F. Such other relief as this Court shall deem just and proper.
9

10 **COUNT FOUR: ARIZONA WAGE ACT**
FAILURE TO PAY WAGES DUE AND OWING

11 87. Plaintiff realleges and incorporates by reference all allegations in all
12 preceding paragraphs.
13

14 88. As a result of the allegations contained herein, Defendants did not
15 compensate Plaintiff wages due and owing to him.

16 89. Defendants engaged in such conduct in direct violation of A.R.S. § 23-350.

17 90. As such, unpaid wages for such time Plaintiff worked are owed to Plaintiff
18 for the entire time he was employed by Defendants.
19

20 91. Defendants knew that – or acted with reckless disregard as to whether –
21 their refusal or failure to properly compensate Plaintiff over the course of his
22 employment would violate federal and state law, and Defendants were aware of the
23 Arizona Wage Act's requirements during Plaintiff's employment. As such, Defendants'
24 conduct constitutes a willful violation of the Arizona Wage Act.
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1 92. Plaintiff is therefore entitled to compensation for his unpaid wages at an
2 hourly rate, to be proven at trial, in an amount that is treble the amount of his unpaid
3 wages, plus interest thereon, and his costs incurred.

4 **WHEREFORE**, Plaintiff, Edgar Herrera, requests that this Court grant the
5 following relief in Plaintiff's favor, and against Defendants:
6

- 7 A. For the Court to declare and find that the Defendants violated the unpaid
8 wage provisions of A.R.S. § 23-350, et seq., by failing to pay wages due
9 and owing to Plaintiff;
10
- 11 B. For the Court to award an amount that is treble Plaintiff's unpaid wages
12 pursuant to A.R.S. § 23-355, in amounts to be determined at trial;
13
- 14 C. For the Court to award prejudgment and post-judgment interest on any
15 damages awarded;
16
- 17 D. For the Court to award Plaintiff's reasonable attorneys' fees and costs of
18 the action and all other causes of action set forth in this Complaint; and
19
- 20 E. Such other relief as this Court deems just and proper.
21

22 **JURY TRIAL DEMAND**

23 Plaintiff hereby demands a trial by jury on all issues so triable.
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